

INVITATION TO BID	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	BID DUE DATE & TIME Date: November 3, 2016 Time: 11:00 am CST
Title: 2016 CHRYSLER 300 LIMITED		RETURN BID TO: PURCHASING DIVISION Mailing Address: PO BOX 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 <hr/> Contact Regarding Inquiries: Purchasing Analyst – Dexter Stewart Telephone – 225-389-3259 x 323 Email: dsstewart@brgov.com
File No.: 16-04241 - Req No.: RQ040164 Ad Dates: 10/17/16 & 10/24/16		
Ship To Address: CITY POLICE – FLEET MAGEMENT 333 CHIPPEWA STREET BATON ROUGE, LA 70805		
VENDOR NAME		
REMIT TO ADDRESS		MAILING ADDRESS
TELEPHONE NO. FAX NO.		CITY, STATE, ZIP
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		E-MAIL
AUTHORIZED SIGNATURE		TITLE
PRINTED NAME		
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable

INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
3. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
5. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.

12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are excluded from state and local taxes.
19. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
20. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
21. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES _____ NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS:

- **THE ATTACHED BIDDER'S ORGANIZATION SHEET SHOULD BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, CORPORATION OR A JOINT VENTURE**
- **DEALER LICENSE REQUIREMENTS**

Any vendor wishing to bid on vehicles for City of Baton Rouge/Parish of East Baton Rouge must be in compliance with Chapter 6, Distribution and Sales of Motor Vehicles, LA State Statute R.S. 32:1251, which stipulates any motor vehicle manufacturer, distributor, dealer and lessor doing business in Louisiana must be licensed in Louisiana.

All bidders shall include a copy of their valid dealer's license, issued under the provisions of R.S. 32:1254, with any bid submitted. Per R.S. 38:2218.8, public entities are prohibited from accepting bids from or entering into any contract or cooperative endeavor agreement or any other transaction for the procurement of vehicles with a dealer who does not possess a valid dealer's license issued pursuant to R.S. 32:1254. A public entity shall reject any bid submitted by a dealer for the purchase of vehicles which does not include a copy of a valid dealer license.

RS 38:2212.8 Prohibition of bids from or contracts with unlicensed dealers

- A. A public entity shall not accept any bid from or enter into any contract or cooperative endeavor agreement, or any other transaction for the procurement of vehicles, with a dealer who does not possess a valid dealer's license issued under the provisions of R.S. 32:1254.
- B. A public entity shall require that any bid submitted by, or a contract or cooperative endeavor agreement with, a dealer for the purchase of vehicles shall include a copy of a valid dealer's license issued under the provisions of R.S. 32:1254.
- C. A public entity shall reject any bid submitted by a dealer for the purchase of vehicles which does not include a copy of a valid dealer license.
- D. A public entity shall not sign a contract or cooperative endeavor agreement with a dealer for the purchase of vehicles which does not include a copy of a valid dealer license.
- E. If in the course of an audit or review by the legislative auditor, pursuant to the powers and duties in R.S. 24:513, a violation of this Section is found, the legislative auditor shall report such findings to the Louisiana Motor Vehicle Commission. Acts 2010, No. 376, §1.

- **SPECIAL INSTRUCTIONS FOR VEHICLES AND EQUIPMENT**

1. Bidders must be manufacturer's authorized dealer/representatives for the equipment being bid. In addition, for titled vehicles, bidders must be a licensed Louisiana motor vehicle dealer.
2. Bid prices shall include but not be limited to all items as described in the specifications, freight, "Preparation Charges", temporary license plate and safety inspection stickers if applicable and the standard factory warranty, but shall not include Federal Excise Tax. A Federal Excise Tax exemption certificate will be furnished with the Purchase Order. For vehicles or equipment requiring licenses, the City - Parish will obtain licenses. The City - Parish is excluded from all state and local sales taxes. The right is reserved to accept a price reduction from the successful vendors) to the City - Parish Government on any bid submitted. The City - Parish reserves the right to add or delete factory options at the dealer's invoice cost

Bid prices shall be based on earliest attainable delivery without incurring premium costs.

3. The dealer shall not attach any dealer identification, advertising or similar material to the equipment.
4. All titles, invoices, certificates of origin, odometer statements and warranties must be issued in the name of Baton Rouge Police Department, 333 Chippewa St., Baton Rouge, LA 70805

Invoices shall not be dated any earlier than the day of delivery on any equipment

5. Successful bidder shall furnish to owner two (2) complete sets of operating manuals for each different piece of equipment. This requirement does not apply to Annual Contracts for automobiles and light trucks.

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

PROPOSAL FORM

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	2016 CHRYSLER 300 LIMITED Exterior: Granite Crystal Metallic Clear Coat Exterior Paint Interior: Black and per Included Specifications or Approved Other State Brand Name and Model Bidding <hr/>	1	EACH	\$ _____	\$ _____

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

GENERAL:

The intent of this specification is to furnish and deliver a **2016 Chrysler 300 Limited** as specified below. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

Any product bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in this solicitation.

The specifications describe the minimum requirements. The equipment shall be new, of current manufacture, a production model, and must meet all state and federal safety standards in effect at the time of delivery. All proposed vehicles should be in full compliance as follows:

DESCRIPTION	INDICATE WHETHER ITEM BID MEETS REQUIREMENTS YES NO		DESCRIBE DEVIATIONS, IF ANY
CHRYSLER 300 LIMITED Exterior Color: Granite Crystal Metallic Clear Coat Exterior Paint Interior Color: Black Interior: Leather-Trimmed Bucket Seats Engine: 3.6L V6 24-Valve VVT Engine Transmission: 3.6L V6 8-Speed Automatic Transmission			
STANDARD EQUIPMENT			
FUNCTIONAL/SAFETY FEATURES Advanced Multistage Front Airbags Supplemental Side-Curtain Front and Rear Airbags Supplemental Front Seat-Mounted Side Airbags Driver Inflatable Knee-Bolster Airbag Anti-Lock 4-Wheel Disc Brakes Electronic Stability Control Electronic Roll Mitigation All Speed Traction Control Keyless Go Security Alarm Speed Control Acoustic Windshield Rear Back-Up Camera Acoustic Front Door Glass			

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DESCRIPTION	INDICATE WHETHER ITEM BID MEETS REQUIREMENTS		DESCRIBE DEVIATIONS, IF ANY
	YES	NO	
INTERIOR FEATURES A/C Auto Temperature Control with Dual Zone Control Sirius XM Satellite Radio Integrated Voice Command with Bluetooth Exterior: Granite Crystal Metallic Media Hub (SD, USB, Aux) Dual Remote USB Port-Charge Only 6 Speakers Leather-Wrapped Steering Wheel Steering Wheel Mounted Audio Controls Tilt / Telescoping Steering Column Leather Trim Seats Heated Front Seats Power Front Driver and Passenger Seats Rear 60/40 Folding Seat Driver / Passenger Power 4-Way Lumbar Adjust Rotary Shifter Power Front Windows with 1-Touch Up and Down Feature Illuminated Front Cup Holders Rear Seat Armrest with Storage Cup Holder			
EXTERIOR FEATURES 18-Inch x 7.5-inch Polished Aluminum Wheels P225/60R18 BSW Touring Tires Bi-Function Halogen Projector Headlamps Automatic Headlamps Dedicated Daytime Running Headlamps Chrome LED Tail Lamps Power Heated Exterior Mirrors with Manual Fold-Away Dual Rear Exhaust with Bright Tips			

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DESCRIPTION	INDICATE WHETHER ITEM BID MEETS REQUIREMENTS		DESCRIBE DEVIATIONS, IF ANY
	YES	NO	
OPTIONAL EQUIPMENT Customer Preferred Package 22F 20-Inch x 8.0-Inch Polished Aluminum Wheels 4-Wheel Independent Touring Suspension 245/45R20 BSW All Season Performance Tires			

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this day of _____, 20 _____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____

a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20 _____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20 _____.

SECRETARY

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the ____ day of _____, 20__, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title _____

Contract Period _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

WITNESS

By _____
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

Contractor

By _____

(Typed Name and Title)

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Owned, Combined Single Limit
Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821